

gathering systems of first parties, on each or any of the leases from which second party purchases casing head gas, and first parties shall have their interest as herein specified, in such gasoline.

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7. For and in consideration of the covenants and agreements herein contained, second party agrees to pay to first parties or their duly authorized representatives, by valid check, to be mailed to first parties at their proper addresses, on or before the 20th day of each month, for the gas delivered during the next preceding month, a sum equal to one-third of the sales price for gasoline manufactured from the casing head gas purchased under the terms hereof, and collected from the leases of first parties during such preceding month; and second party shall furnish each of first parties with each payment, a schedule, showing the number of gallons of gasoline produced by each of the separate leases of first parties, as determined from the meter measurements of the gas taken from each lease during such preceding month, multiplied by a multiplier based on the physical test of the gasoline content of such gas taken from each lease, and for the purpose of determining the gasoline content of such gas, physical tests of the gasoline productivity of the gas from each lease shall be made at quarterly periods, as nearly as possible on January first, April first, July first, and October first of each year. First parties may conduct such tests at their own expense at any time, and in case of error, proper adjustments shall be made.

8. It is further agreed between the parties hereto that this contract, so far as it affects the sale of casing head gas produced by leases covering restricted Indian lands shall be governed by and subject to a departmental regulation covering utilization of casing head gas produced from oil wells on restricted Indian lands, and that each restricted Indian lessor shall receive for his royalty interest in such casing head gas, 12½% of the gross proceeds of the sale of such casing head gas, to be computed on the basis indicated by the schedule marked "Figure One", of the regulations of the Department of the Interior governing the utilization of such casing head gas, unless such casing head gas is sold on a higher basis, in which event it shall be computed on such basis. Said schedule, marked "Figure One", which may be revised by the Secretary of the Interior, upon notice to the parties, and an opportunity given them to be heard; provided such revision shall not apply to existing approved contracts so as to alter the term of the contract, the rate of measurement, the method of computation of royalty, or the basis of such computation, without the consent of the parties thereto. Said contract may be cancelled by the Superintendent of the Five Civilized Tribes, so far as it applies to leases covering restricted Indian Lands, for a violation of the terms thereof or of the regulations, after thirty days notice to the parties concerned, and an opportunity to be heard has been afforded them.

9. It is further agreed between the parties hereto that second party, upon the execution of this contract, will proceed to order the necessary material and equipment and to proceed thereafter, upon receipt of such equipment and material, to commence the construction of their plant and gathering lines, and diligently prosecute said work to completion, so that the reception and purchase of gas, in accordance with the terms of this agreement, can be made as quickly thereafter as possible.

10. It is further understood and agreed that in the event of floods, strikes, or acts of God, beyond the control of second party, causing damage or delay to their machinery, pipe lines or facilities, they shall not be held liable for damage caused by their inability to accept gas, during any such unavoidable delay, when they are unable to take and utilize such gas.

11. It is further agreed between the parties hereto, that whenever the gas is reduced in volume to such an extent that the supply proves inadequate for the profitable acceptance by second party, under efficient management, then this agreement shall, at the option